

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM646244

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900607008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Molly Maid SPV LLC		03/25/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A		
Street Address:	388 Greenwich Street, New York		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4444738	A CLEAN YOU CAN TRUST	
Registration Number:	1275538	MOLLY MAID	
Registration Number:	2755997	MOLLY MAID	
Registration Number:	3054857	MOLLY MAID	
Registration Number:	5814727	MOLLY MAID	
Registration Number:	2256243	MS. MOLLY FOUNDATION	
Registration Number:	3132079	MS. MOLLY FOUNDATION	
Registration Number:	2938166	PINK GLOVE TREATMENT	
Registration Number:	4960234	PRACTICALLY SPOTLESS	
Registration Number:	4956949	WE'RE MAID FOR THIS	
CORRESPONDENCE DATA			
Fax Number:	3366077500		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-607-7513		
Email:	mjarrell@kilpatricktownsend.com		
Correspondent Name:	Michelle Jarrell, Paralegal		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1001 West Fourth Street		

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Address Line 4: Winston-Salem, NORTH CAROLINA 27101	
ATTORNEY DOCKET NUMBER:	1232560
NAME OF SUBMITTER:	Tiffani D. Otey
SIGNATURE:	/Tiffani D. Otey/
DATE SIGNED:	05/12/2021
Total Attachments: 7 source=V.F.01.08 Notice of Grant of Security Interest in Trademarks (Molly Maid)#page1.tif source=V.F.01.08 Notice of Grant of Security Interest in Trademarks (Molly Maid)#page2.tif source=V.F.01.08 Notice of Grant of Security Interest in Trademarks (Molly Maid)#page3.tif source=V.F.01.08 Notice of Grant of Security Interest in Trademarks (Molly Maid)#page4.tif source=V.F.01.08 Notice of Grant of Security Interest in Trademarks (Molly Maid)#page5.tif source=V.F.01.08 Notice of Grant of Security Interest in Trademarks (Molly Maid)#page6.tif source=V.F.01.08 Notice of Grant of Security Interest in Trademarks (Molly Maid)#page7.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 25, 2021, by Molly Maid SPV LLC, a Delaware limited liability company located at 1010 N University Parks Dr., Waco, TX 76707 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee, located at 388 Greenwich Street, New York, New York 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks, registrations and applications set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of March 25, 2021, made by Neighborly SPV Guarantor LLC, Neighborly Assetco LLC, Aire Serv SPV LLC, Mr. Electric SPV LLC, The Grounds Guys SPV LLC, Rainbow International SPV LLC, Glass Doctor SPV LLC, Mr. Appliance SPV LLC, Mr. Rooter SPV LLC, Molly Maid SPV LLC, Mr. Handyman SPV, LLC, Five Star Painting SPV LLC, Window Genie SPV LLC, Real Property Management SPV LLC, Mosquito Joe SPV LLC, HouseMaster SPV LLC, Dryer Vent Wizard SPV LLC, ShelfGenie SPV LLC, Precision Door SPV LLC, ProTradeNet SPV LLC, Back Office SPV LLC and G-O Manufacturing SPV LLC, each a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Base Indenture, dated as of March 25, 2021, by and among Neighborly Issuer LLC, a Delaware limited liability company, and Citibank, as Trustee and as Securities Intermediary (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") and Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office ("USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby

grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Indenture.

1. The parties intend that this Notice is for recordation (and, if applicable, perfection) purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

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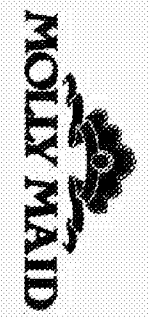
IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

MOLLY MAID SPV LLC, as Grantor

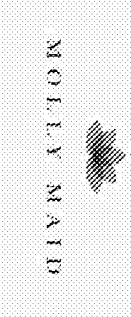
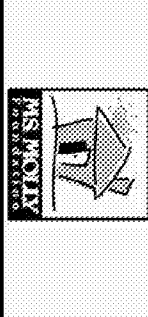
By: 

Name: Jon Shell
Title: Treasurer

Schedule 1
Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	A CLEAN YOU CAN TRUST	Registered	85681775 Jul 19, 2012	4444738 Dec 3, 2013	Molly Maid, LLC	35 Cooperative advertising and marketing; franchise services, namely, offering business management assistance in the establishment and operation of residential and commercial cleaning services.	Sec 8/9 Renewal Deadline Dec 3, 2023
						37 Cleaning of commercial premises; cleaning of residential houses; maid services.	
United States of America	MOLLY MAID	Registered Section 44(e)	73334229 Oct 26, 1981	1275538 Apr 24, 1984	Molly Maid, LLC	42 Providing temporary maid services; namely, cleaning, washing, dusting, vacuuming.	Sec 8/9 Renewal Deadline Apr 24, 2024
United States of America	MOLLY MAID	Registered	76484236 Jan 23, 2003	2755997 Aug 26, 2003	Molly Maid, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a residential and commercial cleaning services; Cooperative advertising and marketing for residential and commercial cleaning services.	Sec 8/9 Renewal Deadline Aug 26, 2023
United States of America	MOLLY MAID (and design) 	Registered	78562698 Feb 8, 2005	3054857 Jan 31, 2006	Molly Maid, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of residential and commercial cleaning services; cooperative advertising and marketing for residential and commercial cleaning services.	Sec 8/9 Renewal Deadline Jan 31, 2026
						37 Providing temporary maid services, namely cleaning, washing, dusting and vacuuming.	

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	MOLLY MAID (and design) 	Registered	87936932 May 25, 2018	5814727 Jul 23, 2019	Molly Maid, LLC	35 Franchise services, namely, offering business management assistance in the establishment and operation of residential and commercial cleaning services.	Sec 8 and/or 15 Filing Deadline Jul 23, 2025 Sec 8/9 Renewal Deadline Jul 23, 2029
United States of America	MS. MOLLY FOUNDATION	Registered	75181501 Oct 15, 1996	2256243 Jun 29, 1999	Molly Maid, LLC	36 Charitable fundraising on behalf of victims of domestic violence. 42 Charitable services, namely, providing food, clothing and personal items to shelters and safehouses, and promoting public awareness of domestic violence.	Sec 8/9 Renewal Deadline Jun 29, 2029
United States of America	MS. MOLLY FOUNDATION (and design) 	Registered	78562038 Feb 7, 2005	3132079 Aug 22, 2006	Molly Maid, LLC	35 Promoting public awareness of domestic violence. 36 Charitable fund-raising on behalf of victims of domestic violence.	Sec 8/9 Renewal Deadline Aug 22, 2026
United States of America	PINK GLOVE TREATMENT	Registered	78390420 Mar 25, 2004	2938166 Apr 5, 2005	Molly Maid, LLC	37 Providing temporary maid services, namely, cleaning, washing, dusting, vacuuming.	Sec 8/9 Renewal Deadline Apr 5, 2025
United States of America	PRACTICALLY SPOTLESS	Registered	86774869 Oct 1, 2015	4960234 May 17, 2016	Molly Maid, LLC	41 On-line journals, namely, blogs featuring tips and advice on cleaning and maid services.	Sec 8 and/or 15 Filing Deadline May 17, 2022 Sec 8/9 Renewal Deadline May 17, 2026

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	WE'RE MAID FOR THIS	Registered	86512759 Jan 23, 2015	4956949 May 10, 2016	Molly Maid, LLC	<p>35 Cooperative advertising and marketing; franchising, namely, consultation and assistance in business management, organization and promotion; franchising, namely, offering business management assistance in the establishment and/or operation of residential and commercial cleaning services.</p> <p>37 Cleaning of buildings; cleaning of residential houses; cleaning of commercial premises; maid services.</p>	<p>Sec 8 and/or 15 Filing Deadline May 10, 2022</p> <p>Sec 8/9 Renewal Deadline May 10, 2026</p>

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